

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 12/10/14
ITEM FROM FINANCE COMMITTEE MEETING OF 11/17/14**

ISSUE:

7. Request for Approval of Amendment No. 1 to Professional Services Agreement – Design Services Related to Replacement of South Dehumidification Unit at Genoveva Chavez Community Center; The Response Group, Inc. (Jason Kluck)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of amendment no. 1 to professional services agreement for design services related to replacement of South dehumidification unit at Genoveva Chavez Community Center with The Response Group, Inc. in the amount of \$14,605.32 inclusive of gross receipts tax for a total amount not to exceed \$67,941.75 inclusive of gross receipts tax. Budget is available in GCCC CIP Bond Fund.

FUNDING SOURCE: 52722.572960.0112900

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe New Mexico

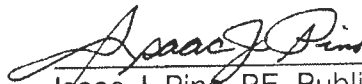
Public Works Dept. - Facilities Division

MEMO

DATE: November 17, 2014

TO: Finance Committee/Public Works, CIP & Land Use Committee/
City Council

VIA: Teresita Garcia, Assistant Finance Department Director



Isaac J. Pino, PE, Public Works Department Director
David Pfeifer, Facilities Division Director 

FROM: Jason M. Kluck, Facilities Division Project Administrator JMK

ISSUE: Genoveva Chavez Community Center Natatorium Dehumidifier
Replacement:

Amendment #1 to Professional Services Agreement

- Request approval for additional design services with The Response Group, Inc. (\$13,500+NMGRT) to cover design and contract administration for the replacement of south dehumidification unit in addition to the replacement of the north unit already included.

SUMMARY:

The north natatorium dehumidification unit at the GCCC requires complete removal and replacement with a new dehumidification/heating/cooling/filtration system and associated work to provide for essential functioning and optimization of the natatorium environment. As part of their scope of work, The Response Group was tasked with assessing the need, cost and added value/benefit of replacing the south Dectron unit as well. Due to age and wear, the south unit is functioning at approximately 30-50% of its individual capacity. It has been determined that replacing both units will be within the budgeted amount and that there will be significant added value created by replacing both units concurrently.

BUDGET:

Funding will be available from GCCC – CIP Bond, WIP Design - Business Unit
#52722.572960.0112900

SCHEDULE:

There is no significant change to the design schedule at this time.

Finance Committee: 11/17/14

Public Works Committee: 12/8/14

City Council: 12/10/14

MEMO

Genoveva Chavez Community Center Natatorium Dehumidifier Replacement

Amendment #1

Page 2

REQUESTED ACTION:

Please approve the attached Amendment #1 to the Professional Services Agreement with the Response Group, Inc. increasing the contract amount from of \$53,336.44 to \$67,941.75 inclusive of NMGRT, for design services related to adding the replacement of the south dehumidification unit.

ATTACHMENTS:

Amendment #1

Professional Services Agreement

Additional services proposal from The Response Group, Inc. (Exhibit "B")

xc: Project File

**CITY OF SANTA FE
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT 14-0688, dated July 24, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and The Response Group, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor shall provide engineering design services to the City for the GCCC Natatorium dehumidification unit pursuant to Article 1 Scope of Services.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

A. Article 1A(1) of the Agreement is deleted. A new article 1A(1) of the Amendment is inserted to change the scope of the Agreement, so that Article 1A(1) reads in its entirety as follows:

(1) Professional design services required for permitting, bidding and administering construction of the Genoveva Chavez Community Center (GCCC) Natatorium north and south dehumidification units replacement and related work as indicated below.

B. Article 1C of the Agreement is deleted. A new article 1C of the Amendment is inserted to change the scope of the Agreement, so that Article 1C reads in its entirety as follows:

C. These services shall be provided for the City of Santa Fe, Genoveva Chavez Community Center, 3221 Rodeo Road, Santa Fe, NM 87505 in accordance with the quotation (fee proposal), Exhibit "A" and proposal for additional services, Exhibit "B", attached hereto and incorporated herein as part of this agreement and as required to complete the following assessments, modifications and improvements to the facility.

(1) Complete removal of the north and south dehumidification units (Dectron DRY-O-TRON) and replacement with new dehumidification/heating/cooling/filtration systems and associated work to provide for the optimization of the natatorium environment considering the following criteria and as specified per the Scope of Services process above:

- a. Unit/system manufacturers in order of preference.
 - i. Munters Corp. (current ice rink dehumidifier is Munters and has performed well.)
 - ii. Seresco
 - iii. PoolPak
 - iv. Desert Aire
 - v. McQuay
 - vi. Trane
- b. Maintain 80-85 degrees room air temperature at activity level (2-3 degrees higher than the Olympic lap pool temperature depending on activity). The Olympic lap pool is currently maintained at 81-84 degrees and slightly lower for special events. The Leisure pool is maintained at 78 degrees and the hot tub at 102-104 degrees.)
- c. Maintain 70 degrees minimum interior room envelope surface temperature (Mitigate against interior condensation by pushing dew point to the exterior).
- d. Design shall take into account the frequent "shoulder" season heating/cooling discontinuity, especially considering the south facing window wall to help maintain comfort zone tolerances during abrupt weather changes.
- e. Maintain controlled 40-55% relative humidity at activity level.
- f. Optimal Chloramine/airborne agent filtration.
- g. Air cycling and fresh air exchange per code/ASHRAE standards.
- h. Optimal negative room air pressure

- i. Optimize new and integrate existing systems to provide for heat recovery (desiccant wheel method preferred) to temper and/or assist heating the room air and optionally help economize existing boiler heat loop.
 - j. Incorporate condensate line pool water return as feasible.
 - k. Allow for balancing of return exhaust rate and outside air supply with variable speed motors.
 - l. The replacement units shall be corrosion resistant, designed for ease of maintenance and shall incorporate pest resistant features and measures to the greatest extent feasible, including base skirt or curb mounting.
- (2) Reconfigure rooftop supply and return ducting to allow for the new units to run separately or in tandem feeding all existing natatorium ducting.
- (3) Integrate the new dehumidification units with the existing boiler and roof top heat loop system or provide for the new unit to function independently from the existing heat loop as feasible and economically sound per the Scope of Services process above.
- (4) Fit new dehumidifier units with actuators, relays and controls for fully integrated operation with the existing Alerton Envision BACtalk/BACnet user interface system (Contact Randy or Kyle Orr with ACS, (505) 881-9791) per the Scope of Services process above.
- (5) Fit room activity level, room envelope, dehumidification units, pools and building exterior (in Stevenson screen as necessary) with all required sensors, timers, hygrometers, barometers, thermometers, thermostats, manometers, etc. integrated with the existing Alerton system for full environment diagnostics capabilities, providing detailed information on current and logs of past interior and exterior conditions, and that allow control of optimal automatic and/or manual operation and running frequency of the unit itself for the maximum benefit of the natatorium environment and general building conditions per the Scope of Services process below. (Some of these features are included on the existing systems.)
- (6) Assess functionality of existing natatorium supply and return ducting and make recommendations for any needed modifications.
- (8) Assess room vapor barrier and weather proofing needs and provide recommendations.
- (9) Modify the (4) lower inlets and associated support structure as necessary at the return air ducting assembly to move/extend the intake point away from direct hot tub ventilation per the Scope of Services process above.
- (10) Provide digital diagnostics and secured access, override capable controls at the new units.
- (11) Provide for any required utility service upgrades.

(12) Provide failsafe measures and a tamperproof tel/data connection and modem to alarm and immediately notify Facilities Maintenance Supervisory Staff in case of unauthorized access, tampering with or mishandling of units' components or controls critical to each system's proper functioning.

(13) Assist City Staff and ACS with any coordination necessary, specific to the new units, involving the connection of Alerton Envision controls to a City server for remote equipment monitoring and control.

(14) Provide for services required to complete a test & balance of the new systems.

2. COMPENSATION.

Article 3A of the Agreement is deleted. A new article 3A of the Amendment is inserted to increase the compensation by fourteen thousand six hundred five dollars and thirty-two cents (\$14,605.32), so that Article 3A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed sixty seven thousand nine hundred forty one dollars and seventy five cents (\$67,941.75), inclusive of NMGRT.

3. AGREEMENT IN FULL FORCE.


Except as specifically provided in Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
The Response Group, Inc.

JAVIER M. GONZALES, MAYOR



DARRYL RUEHLE, P.E.
PRESIDENT

Date: _____

Date: 11/5/2014

NM Taxation & Revenue
CRS # 02-3320802-006
City of Santa Fe Business
Registration # 14-00126433

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

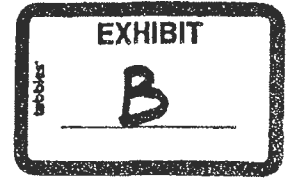
 11/3/14

KELLEY A. BRENNAN, FINANCE DIRECTOR

APPROVED:

TERESITA GARCIA, ASSISTANT DIRECTOR
FINANCE DEPARTMENT

52722.572960.0112900
BUSINESS UNIT NO.



October 29, 2014

Mr. Jason M. Kluck,
Facilities Director Project Administrator
City Of Santa Fe
2651 Siringo Road, Bldg E
Santa Fe, NM 87505

**RE: CITY OF SANTA FE, GENOVEVA CHAVEZ COMMUNITY CHAVEZ
COMMUNITY CENTER, NATATORIUM DEHUMIDIFER UNIT REPLACEMENT
SANTA FE, NEW MEXICO
TRG#14129**

Dear Jason,

Currently our scope is to replace one dehumidifier unit. Due to the preliminary construction cost estimate being lower than expected, we have been requested to replace both existing dehumidification units.

We are proposing an additional fixed fee of **\$13,500.00**, plus any applicable New Mexico Gross Receipts Tax.

This additional fee supports Engineering for:

- Remove and replace second dehumidification unit
- Additional field work as necessary
- Additional Construction Administration services
- Additional Electrical Engineering to support the replacement of the second dehumidification unit.

Our current approved fee is \$49,300.00. The additional \$13,500.00 would increase our overall fee to **\$62,800.00**.

Please let us know if this is acceptable or if you have any questions.

Sincerely,

Darryl D. Ruehle

Darryl Ruehle, P.E.
President

Attachment: Copy of email sent 10/16/2014

11930 Menaul N.E., Suite 214, Albuquerque, New Mexico 87112

E-Mail: theresponsegroup@trg-inc.net

Website: www.trg-inc.net

Phone: 505-323-7629

Fax 505-323-7594

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The Response Group, Inc., the "Contractor"). The date of this Agreement shall be when signed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide the following services for the City:

- (1) Professional design services required for permitting, bidding and administering construction of the Genoveva Chavez Community Center(GCCC) Natatorium north dehumidification unit replacement and related work as indicated below.
- (2) Coordination with City Staff members and any other associated contractors and vendors to insure the completion of comprehensive, warrantied systems per the project scope and in accordance with the construction documents and all applicable local codes.

B. The Scope of Services shall specifically include the following items as part of the required design services:

- (1) Review existing conditions at the facility including visual inspection of any components and systems to itemize and record the specific needs, take photographs and measurements and gather any other information, sampling or testing deemed necessary to assess the applicable design criteria, required scope of work and to complete the required construction documents.
- (2) Provide recommendations to the City PA regarding all conclusions made under Scope of Services item 1 above.
- (3) Consult with the City PA to determine the exact scope of improvements at the facility.

- (4) Provide a detailed design services schedule including the anticipated timeline to completion of the contract documents for the facility improvements and work with the City to determine exact deadlines for review and final documents.
- (5) Work with City PA to itemize and gather all available existing conditions information, plats, surveys, facility plans, etc. required to complete the construction documents and permit packet. As deemed necessary, the City will provide for the acquisition of any such required information that dictates new services, drawings, etc. or that have an associated expense.
- (6) Provide the City with a probably cost estimate for the agreed upon scope of improvements.
- (7) Provide construction documents suitable for bid, permit and contract stamped and signed by a New Mexico licensed design professional (Professional Engineer) covering the scope of improvements listed herein. (All drawings and specifications issued to the City shall comply with all current codes adopted by the State of New Mexico Construction Industries Division (CID) and satisfy all CID permitting requirements.)
- (8) Assist the City in obtaining competitive bids and in executing the contract to complete the determined scope of work at all the listed facilities.
- (9) Provide construction administration services throughout the construction, close out and 1 year warranty phases including, organization and attendance of preconstruction meetings, progress meetings, site visits to assess work progress and adherence to the construction documents, review of and any required action on all submittals, change requests, requests for information and payment applications, etc.
- (10) Provide advisement and consultation to the City as determined necessary by the PA regarding any required or other deviations from the original contract documents performed by the contractor.
- (11) Provide the City with a hard copy full sized set of as-built drawings and electronic files of all record drawings and specifications. The drawings shall be submitted in PDF format with each drawing sheet as a separate file and in AutoCAD format (version 2011 or earlier) in a print ready state.

This submittal shall be a requirement of final payment in full for this scope of design services.

C. These services shall be provided for the City of Santa Fe, Genoveva Chavez Community Center, 3221 Rodeo Road, Santa Fe, NM 87505 in accordance with the quotation (fee proposal), Exhibit "A", attached hereto and incorporated herein as part of this agreement and as required to complete the following assessments, modifications and improvements to the facility.

- (1) Complete removal of the north dehumidification unit (Dectron DRY-O-TRON) and replacement with a new dehumidification/heating/cooling/filtration system and associated work to provide for the optimization of the natatorium environment considering the following criteria and as specified per the Scope of Services process above:
 - a. Unit/system manufacturers in order of preference.
 - i. Munters Corp. (current ice rink dehumidifier is Munters and has performed well.)
 - ii. Seresco
 - iii. PoolPak
 - iv. Desert Aire
 - v. McQuay
 - vi. Trane
 - b. Maintain 80-85 degrees room air temperature at activity level (2-3 degrees higher than the Olympic lap pool temperature depending on activity). The Olympic lap pool is currently maintained at 81-84 degrees and slightly lower for special events. The Leisure pool is maintained at 78 degrees and the hot tub at 102-104 degrees.)
 - c. Maintain 70 degrees minimum interior room envelope surface temperature (Mitigate against interior condensation by pushing dew point to the exterior).
 - d. Design shall take into account the frequent "shoulder" season heating/cooling

discontinuity, especially considering the south facing window wall to help maintain comfort zone tolerances during abrupt weather changes.

- e. Maintain controlled 40-55% relative humidity at activity level.
 - f. Optimal Chloramine/airborne agent filtration.
 - g. Air cycling and fresh air exchange per code/ASHRAE standards.
 - h. Optimal negative room air pressure
 - i. Optimize new and integrate existing systems to provide for heat recovery (desiccant wheel method preferred) to temper and/or assist heating the room air and optionally help economize existing boiler heat loop.
 - j. Incorporate condensate line pool water return as feasible.
 - k. Allow for balancing of return exhaust rate and outside air supply with variable speed motors.
 - l. The replacement unit shall be corrosion resistant, designed for ease of maintenance and shall incorporate pest resistant features and measures to the greatest extent feasible, including base skirt.
- (2) Reconfigure rooftop supply and return ducting to allow for the new unit or existing south Dectron unit or both units in tandem to feed all existing natatorium ducting.
 - (3) Assess need, cost and added value/benefit of future replacement of the south Dectron unit.
 - (4) Integrate the new dehumidification unit with the existing boiler and roof top heat loop system or provide for the new unit to function independently from the existing heat loop as feasible and economically sound per the Scope of Services process above.
 - (5) Fit new dehumidifier unit with actuators, relays and controls for fully integrated operation with the existing Alerton Envision BACtalk/BACnet user interface system (Contact Randy or Kyle Orr with ACS, (505) 881-9791) per the Scope of Services process above.
 - (6) Fit room activity level, room envelope, dehumidification unit, pools and building exterior (in Stevenson screen as necessary) with all

required sensors, timers, hygrometers, barometers, thermometers, thermostats, manometers, etc. integrated with the existing Alerton system for full environment diagnostics capabilities, providing detailed information on current and logs of past interior and exterior conditions, and that allow control of optimal automatic and/or manual operation and running frequency of the unit itself for the maximum benefit of the natatorium environment and general building conditions per the Scope of Services process below. (Some of these features are included on the existing system.)

- (7) Assess functionality of existing natatorium supply and return ducting and make recommendations for any needed modifications.
- (8) Assess room vapor barrier and weather proofing needs and provide recommendations.
- (9) Modify the (4) lower inlets and associated support structure as necessary at the return air ducting assembly to move/extend the intake point away from direct hot tub ventilation per the Scope of Services process above.
- (10) Provide digital diagnostics and secured access, override capable controls at the new unit.
- (11) Provide for any required utility service upgrades.
- (12) Provide failsafe measures and a tamperproof tel/data connection and modem to alarm and immediately notify Facilities Maintenance Supervisory Staff in case of unauthorized access, tampering with or mishandling of unit components or controls critical to the system's proper functioning.
- (13) Assist City Staff and ACS with any coordination necessary, specific to the new unit, involving the connection of Alerton Envision controls to a City server for remote equipment monitoring and control.
- (14) Provide for services required to complete a test & balance of the new system.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty three thousand three hundred thirty six dollars and forty four cents (\$53,336.44), inclusive of NMGRT.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt of invoice and approval by the City of the work.

D. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the

City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever last, and terminate on June 30, 2018, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed and accepted by the City through the date Contractor receives notice of such termination, and for which compensation has not already been paid and prior approved reimbursable expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its

agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement,

including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. If applicable, the Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Facilities Division
2651 Siringo Rd. Bldg. "E"
Santa Fe, NM 87505

Contractor:
The Response Group, Inc.
11930 Menaul N.E. Suite 214
Albuquerque, New Mexico 87112

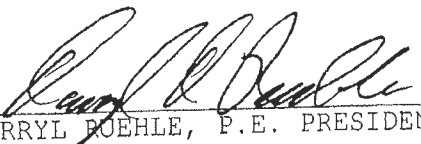
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:


BRIAN K. SNYDER, CITY MANAGER


DARRYL BOEHLE, P.E. PRESIDENT

DATE: 07/24/2014

DATE: 7/24/14

CRS: #02-3320802-006
City of Santa Fe Business
License: #14-00126433

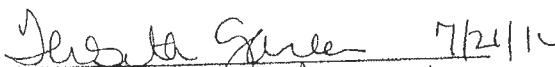
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

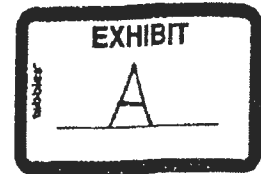
APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY 7/2/14

APPROVED:


MARCOS A. TAPIA, Assistant,
FINANCE DEPARTMENT DIRECTOR 7/21/14

52722.572960.0112900
BUSINESS UNIT/LINE ITEM



June 19, 2014

Mr. Jason M. Kluck,
Facilities Director Project Administrator
City Of Santa Fe
2651 Siringo Road, Bldg E
Santa Fe, NM 87505

RE: RFQ – Professional Design Services – City of Santa Fe, Genoveva Chavez Community Center, Natatorium Dehumidifier Unit Replacement And Associated Work

Dear Review Committee,

The Response Group, Inc (TRG) is extremely pleased to submit this proposal for Mechanical Engineering Services for the City of Santa Fe. TRG has a strong and knowledgeable team of professionals to address your mechanical engineering needs. Our team members provide overall experience and competence to address any project issues. We have included into our scope of services the documentation to require a Test and Balance in the area being worked on along with the review and approval of the same. We are proposing a Base Fee of \$49,300.00 plus NMGR (8.1875%) totaling \$53,336.44. We understand there are other items you would like looked at that are not in this proposal. We will work with you to provide proposals for items not listed in the scope of this project. For this important contract, we will contribute the following benefits to the City Of Santa Fe:

- **Qualifications of the Design Team:** With strength in engineering, TRG's project team consists of highly qualified team members. As such, we can provide maximum responsiveness to any requests and inquires presented by the City of Santa Fe representatives.
- **Demonstrated Experience and Technical Competency:** TRG is a firm led by respected principals who provide a wealth of professional knowledge and services. We take pride in delivering quality, on time, and within budget products.
- **TRG** is committed to complying with all requirements of the City of Santa Fe.
- **We do not** anticipate any structural work, since we know that the new equipment will weigh less than existing.

Should you have any questions regarding our proposal, or require additional information. Please phone me at 505.323.7629. Thank you for your time and consideration on our proposal. We look forward to working with the City of Santa Fe.

Sincerely,

A handwritten signature in black ink, appearing to read "Darryl Ruehle".

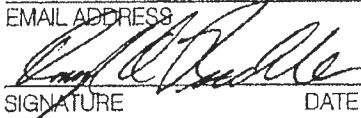
Darryl Ruehle, P.E.
President

11930 Menaul N.E., Suite 214, Albuquerque, New Mexico 87112
E-Mail: theresponsegroup@trg-inc.net

Website: www.trg-inc.net

Phone: 505-323-7629
Fax 505-323-7594

BASE FEE	\$ 49,300.00
GROSS RECEIPTS TAX (8.1875%)	\$ 4,036.44
TOTAL BID	\$ 53,336.44

SUBMITTED BY: The Response Group, Inc
 FIRM
11930 Menaul Blvd NE Suite 214
 ADDRESS
Albuquerque New Mexico
 CITY STATE
505-323-7629
 TELEPHONE
darrylruehle@trg-inc.net
 EMAIL ADDRESS
 06/19/2014
 SIGNATURE DATE

The "Request for Quotations" (RFQ) may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City to do so.

The City reserves the right to reject any proposed sub-consultants.

The RFQ is subject to withdrawal and re-solicitation as a Request for Proposals subject to the associated procurement requirements.

The Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation. In addition, The New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

The fee includes all reimbursable expenses, including mileage, travel and per diem expenses. It is understood that all fees are subject to applicable NM gross receipts tax.

SUBMIT WRITTEN QUOTE/FEE PROPOSAL to the e-mail address or fax number above (call first) or in person at the Facilities Division office. Proposals may be submitted as soon as possible prior to the deadline. The RFQ period will close prior to the deadline if all proposals have been received.



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

- | | | | |
|--------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor The Response Group, Inc.

- 3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$49,300.00

Termination Date: June 30, 2018

- Approved by Council Date: _____
 or by City Manager Date: July 21, 2014

Contract is for: GCCC Natatorium dehumidifer replacements and associated work

Amendment # 1 to the Original Contract# 14-0688

Increase/(Decrease) Amount \$ 13,500

Extend Termination Date to: _____

- Approved by Council Date: pending
 or by City Manager Date: _____

Amendment is for: Additional design services to add replacement of south dehumidification unit.

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 49,300.00 of original Contract# 14-0688 Termination Date: 06/30/2018
Reason: GCCC Natatorium dehumidifer replacements and associated work

Amount \$ 13,500.00 amendment # 1 Termination Date: 06/30/2018
Reason: Additional design services to add replacement of south dehumidification unit.

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ 62,800



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP RFQ Sole Source Other

6 **Procurement History:** RFQ, three quote, first year of 4 year contract
example: (First year of 4 year contract)

7 **Funding Source:** GCCC CIP Bond, WIP Design **BU/Line Item:** 52722.572960.0112900

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Jason M. Kluck Phone # 955-5937

Division Contract Administrator: David Pfeifer

Division Director: David Pfeifer 

Department Director: Isaac J. Pino, PE

10 **Certificate of Insurance attached.** (if original Contract)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Pre-quote walk throughs at the facility to clarify scope of work. Accepted low qualified quote and negotiated price down significantly in appropriate areas. allowing additional needed work to be included under the RFQ procurement.

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** N/A

14 **Why staff cannot perform the work?:** Requires licensed mechanical engineer and support staff.

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** No. The qualified low quote was an Albuquerque firm.

17 **Has the contract has been approved as to form by City Attorney's Office?:** yes

18 **Is this for City Manager or Council approval?:** City Manager

To be recorded by City Clerk:

Contract # 14-0688

Date of contract Executed (i.e., signed by all parties): 7/24/14